

## CSIRO Data Access Portal Data Deposit Conditions

These terms and conditions apply to the deposit of data as defined below into the Data Repository. By depositing or authorising the deposit of Data into the Data Repository, you confirm that you accept and have complied with these deposit conditions.

It is intended that the Data Repository will be used for the storage, management and preservation of Data from organisations external to CSIRO that is used in or generated through collaborative research efforts with CSIRO or in areas of research aligned with CSIRO research and which is intended to be made publicly accessible through the Data Repository] Data that is approved for inclusion in the Data Repository will be made publicly available on a CC BY licence by default. . Other Creative Commons licences will be considered only on an exceptional basis.

We are not able to accept Data that is subject to any embargo.

We will not accept data that already has a digital object identifier (DOI).

**Please read these terms and conditions carefully.**

**Please note that you are required to warrant that:**

- **You or your organisation own the Data and are entitled to make it publicly accessible through the Data Repository.**
- **You have complied with all applicable ethics, privacy, confidentiality, contractual/licensing, and copyright obligations in depositing the data.**
- **The deposit of the data, its use by CSIRO in accordance with these terms and conditions, and the application of a Creative Commons licence for reuse terms (by default, a [CC BY licence](#)) will not infringe the rights of any person or expose CSIRO to liability.**

**If you are not able to comply with these terms and conditions then the Data may not be made available through Data Repository.**

### 1. Permissions

1.1 **Grant of rights to CSIRO:** By depositing or authorising the deposit of the Data in the Data Repository you

grant to CSIRO a non-exclusive, worldwide licence to do any of the acts restricted by intellectual property or other rights to the extent necessary to permit CSIRO to store the Data and make it accessible to members of the public either through the Data Repository or other similar repository. Without limitation, to manage and maintain the integrity of the Data which is stored in the Data Repository and to enable CSIRO to release such Data, the rights granted include the right for CSIRO to generate metadata, archive, convert, copy or migrate the Data onto any computer systems managed by CSIRO to ensure the future preservation and accessibility of the Data.

1.2 **Access to the Data by the public:** You confirm that the Data is not subject to any embargo or restriction that interferes with the Data being made publicly available. You agree that the Data may be published and made available to members of the public under the terms of a Creative Commons licence. Unless otherwise agreed between us, CSIRO will apply a CC BY licence to the Data in the Data Repository. Attribution for the Data will be generated by CSIRO using information provided by you in [the Data Deposit Form].

You acknowledge that CSIRO:

- does not record details of any person accessing the Data or the Data Repository and is not required to identify to you any person accessing the Data;
- is not required to take any steps to enforce any intellectual property or other rights in the Data or the terms of any licence applicable to the Data.

1.3 **CSIRO discretion:** CSIRO is not obliged to accept Data for inclusion in the Data Repository and remains free to decline or cease access to the Data where CSIRO considers this to be reasonably necessary.

1.4 **CSIRO Approver:** You agree that acceptance of the Data is subject to [CSIRO receiving the Data Deposit Form and approval by a CSIRO Approver. You acknowledge that approval to include the Data in the Data Repository does not have the effect of making CSIRO responsible for the Data or of removing or limiting any warranties or obligations under these conditions.

1.5 **Responding to inquiries:** You agree that where any person seeks information about the Data or use of the Data that CSIRO may refer any inquiry to you or to a person representing the Data owner nominated by you on the Data Deposit Form.

1.6 **Withdrawal of Data permissions:** Where you or the owner of the data wish to withdraw the Data from public access, you must contact CSIRO to discuss the reason for the requested withdrawal. Where there is good reason for the withdrawal, CSIRO may remove the Data from further public access. CSIRO will retain a copy of the Data on a restricted access basis (access to system administrators) and will identify the Data in the Data Repository by its title and DOI and as having been withdrawn. You acknowledge that withdrawal may not terminate licences granted before the date of withdrawal and that CSIRO is not responsible for identifying any person who may have accessed the Data.

## 2. Conditions

2.1 **Warranty of ownership or right to permit deposit and use:** By depositing or authorising the deposit of the Data in the Data Repository you warrant to CSIRO that you are the owner of the Data or that you are legally authorised by the owner of the Data to deposit and make the Data available in accordance with these conditions. You must identify the owner of the Data to CSIRO in the Data Deposit Form.

2.2 **Warranties of compliance with legal and ethical obligations:** You warrant that the Data:

- does not infringe any intellectual property right of any person;
- does not contain any unlawful, defamatory or libellous material;
- does not contain any confidential information of any person;
- complies with applicable privacy laws and does not disclose or permit the disclosure of any personal information of any person;
- complies with all applicable ethical guidelines, including complying with the terms of any relevant ethics approvals or consents; and
- complies with all contractual, funding or licence agreements and obligations concerning the Data or its generation or use; and
- that the use of the Data as contemplated under these conditions will not infringe the rights of any person.

## 3. Definitions

“CSIRO Approver” means a CSIRO officer with relevant domain expertise in the area of scientific research to which the Data relates and entitled to approve data for inclusion in the Data Repository;

“Data” means scientific research data that is owned or controlled by an entity other than CSIRO and that is used in or generated through collaborative research efforts with CSIRO or in areas of research aligned with CSIRO research.

“Data Deposit Form” means the form provided by CSIRO with these conditions which must be completed as a condition of any acceptance of the Data for deposit into the Data Repository.

“Data Repository” means CSIRO’s institutional repository enabling the capture, publication and public sharing of research outputs, including data, with researchers who are registered users.

**By signing these conditions on behalf of the owner of the Data you warrant that you are authorised to sign on behalf of that person and to grant the rights and licences and accept the obligations in these conditions on behalf of that person.**

Accepted and agreed

Signature

.....

Name and title

.....

Date

CONTACT US

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AT CSIRO, WE DO THE  
EXTRAORDINARY EVERY DAY

We innovate for tomorrow and help  
improve today for our customers,  
all Australians and the world.  
We imagine. We collaborate. We innovate.

FOR FURTHER INFORMATION

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